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RECORDATION NO. 27620-B FILED

SEP 04 '08 -1 35 AM

SURFACE TRANSPORTATION BOARD

September 4, 2008

VIA EMAIL

Secretary Mary E. Peters
Surface Transportation Board
Washington, DC 20423

Re: Documents for Recordation
Lessor/Secured Party: Southern Missouri Bank
Lessee/Debtor: City of Sikeston Board of Municipal Utilities

Dear Secretary:

The documents described below are to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

A short summary of the documents to appear in the index follows:

The first document is a Municipal Lease Agreement, a primary document, dated August 12, 2008.

The names and addresses of the parties to the documents are as follows:

Lessor: Southern Missouri Bank, 1205 Main Street, Sikeston, Missouri 63801.
Lessee: City of Sikeston Board of Municipal Utilities, 138 North Prairie, Sikeston, Missouri 63801

The second document is a Municipal Lease Schedule, a primary document, dated August 12, 2008.

The names and addresses of the parties to the documents are as follows:

Lessor: Southern Missouri Bank, 1205 Main Street, Sikeston, Missouri 63801.
Lessee: City of Sikeston Board of Municipal Utilities, 138 North Prairie, Sikeston, Missouri 63801

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1301 OAK STREET
KANSAS CITY, MO 64106
816-474-8181
FAX 816-471-2186

4770 N BELLEVIEW, STE 206
GLADSTONE, MO 64116
816-454-7474
FAX 816-454-3525

6330 LAMAR AVE, STE 220
OVERLAND PARK, KS 66202
913-831-6900
FAX 913-831-7156

The third document is a Security Agreement, a primary document, dated August 12, 2008.

The names and addresses of the parties to the documents are as follows:

Secured Party: Southern Missouri Bank, 1205 Main Street, Sikeston, Missouri 63801.

Debtor: City of Sikeston Board of Municipal Utilities, 138 North Prairie, Sikeston, Missouri 63801

A description of the Equipment covered by the documents follows:

All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools, including 100 Aluminum Non-Rotary Auto Flood III Railcars, numbered WFAX 97300 to and including WFAX 97399 (manufactured by Freightcar America Corporation, wherever the equipment is or will be located, and all proceeds and products from the equipment (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the equipment), all obligations that support the payment or performance of the equipment. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the equipment; any rights and claims arising from the equipment; and any collections and distributions on account of the equipment.

You are authorized to charge our account for the fees associated with this filing. If you have any questions, please let me know.

Very truly yours,

LEVY AND CRAIG
A Professional Corporation



David V. Kenner

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SURFACE TRANSPORTATION BOARD

MUNICIPAL LEASE AGREEMENT

THIS MUNICIPAL LEASE AGREEMENT, (hereinafter referred to as the "Lease") is made and entered into this 12th day of August, 2008, by and between Southern Missouri Bank & Trust, 1205 S. Main St., Sikeston, MO 63801 (hereinafter referred to as the "Lessor") and the City of Sikeston Board of Municipal Utilities, 138 N. Prairie Avenue, Sikeston, MO 63801 (hereinafter referred to as the "Lessee").

THIS OBLIGATION IS IN REGISTERED FORM PURSUANT TO SECTION 149 OF THE INTERNAL REVENUE CODE OF 1986 (the "Code"). THIS OBLIGATION, AND THE RIGHTS TO PRINCIPAL AND INTEREST THEREUNDER, MAY NOT BE SOLD, ASSIGNED OR TRANSFERRED EXCEPT IN ACCORDANCE WITH SECTION 30 HEREIN.

In consideration of the mutual covenants and conditions hereinafter set forth, Lessor and Lessee agree as follows:

1. **LEASE.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the personal property set forth in the schedule (hereinafter referred to as the "Schedule") executed by the parties concurrently herewith or at any time hereinafter and made a part hereof, together with all repair and replacement parts, additions, substitutions, accessories, accessions, and the like, now or hereafter incorporated therein (hereinafter collectively referred to as the "Equipment.")

Lessee alone has selected the Equipment and the supplier thereof. Lessor agrees to cause the Equipment to be ordered from the Supplier, but Lessee agrees that Lessor shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order or meet the conditions thereof. Lessee agrees that it will make,

at its own expense, all necessary inspections and tests of the Equipment to determine if the Equipment is in compliance with the provisions of any applicable purchase agreement or order, and, if in compliance, Lessee shall accept each item of Equipment on behalf of Lessor, as delivered by the Supplier. Lessee shall execute an Acceptance Certificate with regard to each item of Equipment. Lessee hereby authorizes Lessor to add to this Lease the serial number of and/or any descriptive matter necessary or helpful in identifying each item of Equipment so delivered. Any delay in delivery shall not affect the validity of this Lease, except as provided in Section 9 hereof.

Regardless of whether Lessee has executed an Acceptance Certificate, if within forty-eight (48) hours after Lessee has received an item of Equipment, Lessee has not given Lessor written notice of a defect therein or of any other proper objection thereto, Lessee agrees it shall be conclusively presumed as between Lessor and Lessee, that Lessee has fully inspected the Equipment, that the Equipment is in full compliance with the terms of the Lease and is deemed to be in good condition and repair, and that the Lessee has accepted it as satisfactory in all respects for the purposes of this Lease. Lessee hereby agrees to indemnify, defend and hold harmless Lessor from all claims, demands, actions, expenses (including attorney's fees) and liabilities or any kind arising out or connected with the failure or refusal of Lessee to accept, or the delay of Lessee in accepting the equipment.

2. TERM. The term of this lease shall commence on the date when the first funds are released by the Lessor for the purpose of funding the Lease. The Lease shall terminate upon the expiration of 240 months from the commencement date, unless sooner terminated as hereinafter provided. When the date for the initial release of funds by Lessor has been determined, the parties shall cause the actual commencement date to be inserted into the Schedule.

3. CONVEYANCE OF TITLE OR RETURN OF EQUIPMENT. Upon completion of all payments by Lessee required under this Lease, or upon Lessee's exercise of

its option to purchase in Section 32, Lessor shall convey title to the Lessee by a duly authorized bill of sale substantially in the form attached to this agreement as Exhibit "A" (the "Bill of Sale"), and any other documents of title which may be required by any regulatory agency having jurisdiction. Upon an occurrence of an Event of Default by Lessee under this Lease, the non-appropriation of funds under Section 34, or any termination or cancellation of the Lease before the completion of all payments as provided herein, Lessee shall properly prepare the Equipment, at Lessee's risk and expense, for return to Lessor, at the Sikeston Power Station, in as good condition as existed at the commencement of the term, normal wear and tear excepted. In the event of default by the Lessee, which requires Lessor to exercise the rights provided for herein, the Lessor shall no longer be obligated to provide a Bill of Sale to the Lessee and the Lessee shall not be entitled to a conveyance of the equipment.

4. NO WARRANTIES BY LESSOR. THE EQUIPMENT IS BEING LEASED "AS IS", "WHERE IS", AND "WITH ALL FAULTS. LESSOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR USE; OR, FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR ANY OF THE OTHER OBLIGATION UNDER THIS LEASE. LESSEE IS LEASING THE EQUIPMENT BASED SOLELY UPON LESSEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THE EQUIPMENT AS

LESSEE, IN LESSEE'S SOLE DISCRETION, DEEMS APPROPRIATE, AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY THE LESSOR OR ANY OF THE LESSOR'S AGENTS OR CONTRACTORS. LESSOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE EQUIPMENT OR TO PERFORM ANY OTHER ACT REGARDING THE EQUIPMENT.

LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGES OR EXPENSE (INCLUDING ATTORNEY FEES OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, OR CONSEQUENTIALLY BY THE EQUIPMENT OR ANY PART THEREOF OF PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE EQUIPMENT OR DEFECT THEREIN, WHETHER LATENT OR PATENT. BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY IN TORT, FOR WORKERS' COMPENSATION CLAIMS OR OTHERWISE FROM LESSOR'S OR LESSEE'S NEGLIGENCE OR OTHERWISE, BY THE USE OR MAINTENANCE THEREOF, OR REPAIR, SERVICING OR ADJUSTMENT THERETO, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED OR ARISING OUT OF THIS LEASE. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY THE LESSOR, LESSEE OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT AND/OR WORKERS' COMPENSATION CLAIMS). FURTHER, LESSEE UNDERSTANDS AND AGREES THAT THERE SHALL BE NO ABATEMENT OF RENT DURING ANY PERIOD OF BREAKDOWN OR NONUSE OF THE EQUIPMENT (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY KIND

OR CHARACTER, KNOWN OR UNKNOWN, THAT LESSEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST LESSOR. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS CONTAINED IN THIS SECTION WERE A MATERIAL FACTOR IN LESSOR'S ACCEPTANCE OF THE LEASE PAYMENTS, AND THAT LESSOR WAS UNWILLING TO LEASE THE EQUIPMENT TO LESSEE UNLESS LESSOR WAS RELEASED AS EXPRESSLY SET FORTH ABOVE. LESSEE, WITH LESSEE'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS LEASE AND UNDERSTANDS THEIR SIGNIFICANCE AND EFFECT. LESSEE ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN THIS LEASE ARE AN INTEGRAL PART OF THIS LEASE, AND THAT LESSOR WOULD NOT HAVE AGREED TO LEASE THE EQUIPMENT TO LESSEE FOR THE LEASE PAYMENTS WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN THIS LEASE. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE TERMINATION OF THE LEASE AND WILL NOT MERGE WITH THE PROVISIONS OF ANY BILL OF SALE FOR THE EQUIPMENT.

It is understood and agreed that the parties may not have complete descriptions including any identifying numerals for all of the items of Equipment at the commencement of the term. The parties shall up-date the Schedule to reflect correct identifying data for the items of Equipment as said information becomes available to the parties.

5. RENTALS.

(A) **Basic Lease Payments.** Lessee shall pay to Lessor or its assignee the Lease Payments (which shall include the payment of interest to the date of each installment) equal to the amounts specified in the Schedule. It is understood that said installments of principal and interest shall be paid semi-annually, with the first installment to be paid on the date of the Commencement of the term, and subsequent installments at six month intervals thereafter. The Lease Payments will be payable in immediately available funds without notice or demand

at the office of the Lessor (or at such other place as Lessor or its Assignee may from time to time, in writing, designate). The specific dates for each of the semi-annual installments will be reflected in the Schedule. Any payment received later than ten (10) days from the due date for said installment will be assessed a late charge as defined in Section 14.

(B) Event of Taxability. Lessee acknowledges that the rate of interest as set forth in the Schedule is based upon the assumption that all interest payments shall be free from federal income taxation under the Code. Lessee agrees that in the event interest is subject to federal income tax (other than the alternative minimum tax) the interest due hereunder shall automatically be adjusted to a taxable rate (at the date of such taxability), which after giving effect to such tax, shall cause Lessor to have the same equivalent yield on this Lease as Lessor's yield without such taxation. Such adjusted rate of interest, to the extent permitted by law, shall be retroactive to the date of taxability. Any retroactive payment of interest under this Section shall be due and payable on demand.

(C) Alternative Minimum Tax Adjustment. Should the interest portion of the Lease Payments become the subject of a preference tax (as hereinafter defined), the interest rate shall be adjusted in order to maintain for the Lessor the same taxable equivalent yield on this Lease which would have been applicable but for the imposition of such preference tax on Lessor. A Preference Tax means any preference tax payable on the interest portion of the Lease Payment imposed by Sections 55 and 59, inclusive, of the Code, or any similar federal preference tax.

(D) Qualified Tax-Exempt Obligation. Lessee further acknowledges that (pursuant to its representations in Section 33) the rate of interest set forth in the Schedule is based upon the assumption that this Lease is a "Qualified Tax-Exempt Obligation", and the deduction disallowance percentage for such obligations (applicable to a financial institution under Section 265 (b)(3) of the Code) is unavailable, the interest herein shall automatically be adjusted (as of the date of such change) to an interest rate, which after giving effect to such change, shall cause Lessor to have the same taxable equivalent yield on this Lease as Lessor's

yield without such loss of the deduction disallowance percentage.

6. Net Lease-No Offset. This Lease is a net lease, and all Lease Payments and other payments required to be paid by Lessee hereunder are absolute, unconditional and shall not be subject to any abatement, reduction, set-off, counterclaim, recoupment, defense or other right which Lessee may have against the supplier of the Equipment or any other party, including Lessor.

7. EXPENSES PAID BY LESSEE. Lessee, at its expense, shall obtain such licensing and registration of the Equipment as shall at any time be required by law, and Lessee shall pay and discharge when due all license fees, registration fees, charges and assessments (and interest and penalty, if any, thereon) which may be levied, directly or indirectly, against the Equipment or any interest therein or with respect to the ownership, possession or use thereof. Lessor shall have the right, but not the obligation, to pay any such expenses, whether levied against Lessor or Lessee. In such event, Lessee shall reimburse Lessor therefore within five (5) days after receipt of invoice, and in the event Lessee shall fail to make any such reimbursement when due, Lessor shall have all remedies provided therein with respect to the nonpayment of Lease Payments.

Lessee, at its expense, shall pay any and all other charges related to the Equipment, including, but not limited to, its shipment, transportation, delivery, installation, operation, and/or removal. If any such charges are levied against Lessor, Lessor shall notify Lessee of such fact. Lessor shall have the right, but not the obligation, to pay any such charges, whether billed to Lessor or Lessee. In such event, Lessee shall reimburse Lessor therefore within five (5) days after receipt of invoice, and for the failure to make such reimbursement when due, Lessor shall have all remedies provided for herein with respect to the nonpayment of Lease Payments.

8. ERRORS IN ESTIMATED COST-CHANGE IN RENTAL. As used herein,

Actual Cost means the cost to Lessor of purchasing and delivering the Equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Lease Payment initially set forth in the Schedule is based upon an estimate of Actual Cost, and if the Actual Cost of the Equipment differs from the estimate, then each Lease Payment and other price terms shall be adjusted proportionally. Lessee hereby authorizes Lessor to correct the figures set forth in the Schedule when the Actual Cost is known, and to add to the amount to each Lease Payment.

9. CANCELLATION. Lessor, at its option, may cancel this Lease as to each item of Equipment which has not been delivered, or which supplier informs Lessor will not be delivered to Lessee and installed in proper working order within one hundred eighty (180) days from the date hereof. This option may be exercised by giving written notice of cancellation to Lessee at any time prior to the tenth (10th) business day after Lessor has received such notice of non-delivery or has been informed by the supplier that the item will not be delivered to Lessee and installed within one hundred eighty (180) days from the date hereof.

10. USE. Lessee shall use the Equipment only for lawful purposes and those purposes intended by the manufacturer and shall comply with all laws, ordinances, and regulations relating to the use, operation, or maintenance of the Equipment. Further, Lessee shall exercise due and proper care in the use, repair, and servicing of the Equipment and at all times and, at its expense, shall keep and maintain the Equipment in good working condition, order and repair.

11. RISK OF LOSS AND DAMAGE. Lessee hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Equipment from any cause whatsoever, and no loss, theft, damage and destruction of the Equipment shall relieve Lessee of the obligation to pay Lease Payments or any other obligation of this Lease. Lessee shall promptly notify Lessor in writing of any such loss, theft, damage or destruction. In the event of any such occurrence, Lessee, at the option of Lessor, shall at Lessee's expense (a) place the same

in good repair, condition and working order, or (b) replace the same with like equipment of the same or later model in good repair, condition and working order, or (c) pay Lessor therefore in cash, the "Stipulated Loss Value" which shall be all the remaining Lease Payments due and payable, pro-rated for that particular item of the Equipment. Upon payment of the "Stipulated Loss Value", this Lease shall terminate with respect to such item of Equipment so paid for, and Lessee thereupon shall become entitled to such item of Equipment as-is-where-is without warranty, express or implied, with respect to any matter whatsoever.

12. INSURANCE.

(A) Not Self-Insured Lessee. If Lessee is not a fully self-insured governmental organization through the State of Missouri Property Insurance Program (or other similar program), Lessee shall obtain and maintain for the entire term of this Lease, at its own expense, property damage and liability insurance against loss or damage to the Equipment including, without limitation, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on the type of Equipment leased hereunder and by governmental entities similar to the Lessee, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor; provided, however, that the amount of insurance against loss or damage to the Equipment shall not be less than the greater of the full replacement value of the Equipment or the installments of Lease Payment then remaining unpaid hereunder. The insurance shall insure the Equipment from the time of its shipment by the supplier. Each insurance policy shall name Lessee as an insured and Lessor as an additional insured and loss payee thereof as their interest may appear, and shall contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lessee shall furnish Lessor certificates of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect during the entire term of this Lease. Subject to the provisions of Section 11 with regard to risk of loss, and without limiting such provisions, in the case of any loss or damage is covered by such insurance, the insurance, the insurance

proceeds shall be applied at the option of Lessor (i) toward the replacement, restoration, or repair of any of the Equipment which may be lost, stolen, destroyed or damaged, or (ii) toward the obligations of Lessee for Lease Payments hereunder, applied in inverse order in which the Lease Payment is to become due. In the event the Lessor elects to apply insurance proceeds to the repair or to the replacement of damaged Equipment, this Lease shall continue in full force and effect. In the event the Lessor elects to apply insurance proceeds to the payment of Lessee's obligations for Lease Payments hereunder, the Lessee's obligations for the rent hereunder shall be reduced by the provisions hereof. Such reduction of Lease Payments shall be allocated solely to the item or items lost, stolen, damaged, or destroyed. Any amounts received by Lessee under such policies which are not used for the replacement, restoration or repair of said Equipment shall be paid to Lessor and shall reduce Lessee's obligation to pay Lease Payments hereunder pro tanto.

Lessee shall at all times carry and maintain public liability insurance, and any and all other insurance required hereunder, with responsible companies satisfactory to Lessor, in form and amounts satisfactory to Lessor, insuring against liability which Lessor may incur by reason of the operation or use of the Equipment.

No policies of insurance required under this section shall include a "deductible provision" in an amount in excess of \$10,000.00.

COLLATERAL PROTECTION INSURANCE NOTICE. Unless Lessee provides Lessor with evidence of the insurance coverage required by this Agreement with Lessor, Lessor may purchase insurance at Lessee's expense to protect Lessor's interest in the Collateral (Equipment). This insurance may, but need not, protect Lessee's interests. The coverage that Lessor purchases may not pay any claim that Lessee makes or any claim that is made against Lessee in connection with the Collateral (Equipment). Lessee may later cancel any insurance purchased by Lessor, but only after providing Lessor with evidence that Lessee has obtained insurance as required by this agreement. If Lessor purchases insurance for the

collateral (Equipment), Lessee will be responsible for the costs of that insurance, including the insurance premiums, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Lessee's total outstanding balance or obligation. The costs of the insurance may be more than the cost of the insurance Lessee may be able to obtain on its own.

(B) Self-Insured Lessee. If Lessee is self-insured through the State of Missouri Property Insurance Program (or other similar provision), it is agreed that Lessee shall be responsible for any loss to the Equipment and the provisions of Section 12(a) shall not apply unless such insurance is in fact procured; however, any loss shall not diminish the Lessee's obligation to pay Lease Payments hereunder. Lessee shall also provide Lessor with reasonable information upon request regarding the status of the Lessee's self-insurance.

13. IDENTIFICATION, PERSONAL PROPERTY. All the Equipment shall remain personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any real property or any improvement thereon.

14. LATE CHARGES, ATTORNEY FEES, ETC. If any payment of principal or interest, or any other payment due from Lessee, is more than ten (10) days late, Lessee will be charged an additional sum equal to 5.000% of the amount not paid when due. Lessee shall pay this Late Charge promptly, but only one Late Charge shall be due for each late payment. In the event that Lessor employs attorneys to enforce the obligations hereunder or to collect monies due hereunder and/or to recover the possession of the Equipment, Lessee shall pay to the Lessor all reasonable attorney fees incurred in connection therewith. Further, Lessee shall pay all of Lessor's cost of collection of any such monies or repossession of such Equipment, whether or not this Lease is placed in the hands of an attorney. Any amount due from Lessee to Lessor that is not paid within thirty (30) days after same first became due and payable in

accordance with the terms hereof shall thereafter bear interest at the rate of eighteen percent (18%) per annum from the expiration of said thirty (30) day period until paid (the "Default Rate").

15. SECURITY INTEREST. Lessee hereby grants to Lessor a first and prior security interest in any and all right, title, and interest of Lessee in the Equipment and to all additions and substitutions thereto, and on any proceeds therefrom, and Lessee shall execute any such documents or financing statements as Lessor deems to be necessary or advisable and shall otherwise cooperate to defend the title and interest of Lessor or its assigns to the Equipment. Lessee agrees to pay all costs in preparing and filing any such documentation. With respect to any financing statement and/or continuation statement, the terms "debtor", "secured party" and "collateral" on such UCC filing forms shall also mean "Lessee", "Lessor", and "Equipment", respectively. The claim to proceeds of the Equipment does not authorize the sale of any part or all of the Equipment without the express prior written consent of Lessor.

With the sole exception of the security interests granted hereby, Lessee is, or, as to the Equipment to be leased hereunder, shall be, the lessee of the Equipment free from any lien, security interest or encumbrance, and Lessee will defend the Equipment against all claims and demands of all persons (except Lessor) at any time claiming the same or any interest therein. Lessee may encumber the equipment with subordinate security interests only upon Lessor prior written consent, and with the express understanding that any subordinate creditor is not entitled to receive cash proceeds from the Equipment. There is not now, and shall not be until all of Lessee's obligations under this Lease are discharged, any financing statement covering any of the Equipment on file in any public office other than financing statements filed by or on behalf of Lessor. Lessor is expressly authorized to:

(a) endorse, in the name of Lessee, any instrument or chattel paper in the Equipment, or any item that may come into Lessor's possession in any manner, representing any proceeds of, the Equipment, Lessee hereby waiving demand, presentment, protest, extension of time without notice as to any instruments and chattel paper in the Equipment, suretyship defenses, notice of dishonor and

all other notices with respect thereto, and
(b) to file any financing statements and amendments covering the Equipment,
and any identifiable proceeds of the Equipment,
and this authorization shall be deemed a power coupled with an interest, and irrevocable until
all obligations under the Lease are paid in full.

16. RIGHTS OF INSPECTION. Lessor, its agents and representatives, shall have
the right at any time during usual business hours to inspect the Equipment and for that purpose
to have access to the location of the Equipment.

17. NON-WAIVER. Lessor's failure at any time to require strict performance by
Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to
demand strict compliance therewith or with any other provision herein. Waiver of any default
shall not be deemed a waiver of any other default. Lessor's rights hereunder are cumulative
and not alternative.

18. POSSESSION. Lessor covenants to and with Lessee that, conditioned upon
Lessee's performance of the conditions and covenants of this Lease, Lessee shall peaceably
and quietly hold and use Equipment during the term without hindrance.

19. INDEMNITY. In addition to any other provision herein, Lessee assumes liability
for, and agrees to indemnify, protect, save and keep harmless the Lessor, (its agents and
servants and any assigns) from and against any and all losses, damages, injuries, claims,
demands and all expenses, legal or otherwise (including court costs and attorney fees), of
whatsoever kind and nature arising on account of any reason whatsoever, including but not
limited to, the selection, purchase, delivery, possession, maintenance, leasing, return, use,
condition, (including without limitation, latent and other defects and whether or not
discoverable by the Lessee or the Lessor) or resulting from the operation of the Equipment or
any part thereof, and by whomsoever, used or operated, during the term of this Lease. The

indemnities and assumptions of liability contained in this Section shall continue in full force and effect notwithstanding the termination of this Lease, whether by expiration of time, by operation of law or otherwise. Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against, and Lessee shall be entitled to control the defense thereof.

(a) In addition to any other rights or remedies herein or otherwise provided by law, Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Lessor and at Lessee's sole cost), and hold Lessor and Lessor's affiliates, shareholders, directors, officers, employees, and agents, free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against Lessor or any of them in connection with or arising from or out of:

(1) any Hazardous Substance on, in, under or affecting all or any portion of the Equipment or any real property on which it is located or affixed (the "Property"), the underlying groundwater, or, to the extent such Hazardous Substance is present by reason of the acts or omissions to act of Lessee and/or the operation of the Equipment or the Property (whether prior to or after the date hereof), any adjacent or surrounding areas;

(2) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Section;

(3) any violation or claim of violation by Lessee of any Environmental Law; or

(4) the imposition of any lien for the recovery of any costs for environmental cleanup and/or other response costs (as such term is defined in "CERCLA") relating to the release or threatened release of Hazardous Substance.

The foregoing indemnification is the personal obligation of Lessee, and its respective

successors and assigns, and shall survive repayment of the Lease or any other document evidencing the debt due Lessor, any sale or transfer of title or any transfer of the Equipment as provided herein or by applicable law. Lessee, for itself and its successors and assigns, hereby waives, releases and agrees not to make any claim or bring any cost recovery action against Lessor under "CERCLA" (hereinafter defined) or any state equivalent, or any similar law now existing or hereafter enacted. Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of Lessee with respect to the violation or condition which results in liability to Lessor, including any liability imposed on Lessor as a result of strict liability under any law (including common law), regulation, ordinance or requirement.

(b) If Lessee fails to comply with any of the foregoing warranties, representations and covenants, in addition to the other rights and remedies available to it, Lessor may, at its option, cause the removal (and/or other cleanup acceptable to Lessor) of any Hazardous Substance from the Equipment or the Property. The costs of Hazardous Substance removal and/or other cleanup (including transportation and storage costs) shall be added to the obligations, whether or not the costs exceed the amount of the Lease or any other document evidencing the debt due Lessor and whether or not a Court has ordered the cleanup, and such costs shall become due and payable on demand by Lessor, with interest thereon at the Default Rate. Lessee shall give Lessor, its agents and employees access to the Property to remove and/or otherwise clean up any Hazardous Substance. Lessor, however, has no affirmative obligation to remove or otherwise clean up any Hazardous Substance, and this provision and any provision in any of the other Loan Documents, shall not be construed as creating any such obligation. Lessor intends that all of its actions shall comply with the Asset Conservation, Lessor Liability, and Deposit Insurance Protection Act of 1996, 42 U.S.C. §§6991(b)(h), 9601(20), and 9607(n), and in exercising any right or remedy hereunder or under any of the other Loan Documents, Lessor shall not be deemed to be participating in the management or operational affairs of Lessee or any vessel or facility under Lessee's ownership, management or control.

(c) For purposes of this Lease, the term "Environmental Condition" means the presence or release of any Hazardous Substance into the environment on, in or from the Equipment or the Property. The term "release" means any spilling, leaking, pumping, pouring, emitting,

emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment. The term "environment" means any surface or groundwater, drinking water supply, land, surface or subsurface strata or the ambient air. "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or hazardous or toxic substance or infectious material, substance or waste or other similar term, by any federal (including, without limitation, The Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendment and Reauthorization Act of 1986, codified at 42 U.S.C. 9601, et seq.), the Resources Conservation and Recovery Act of 1976, as now or hereafter amended (codified at 42 U.S.C. Section 6901 et seq.), the Hazardous Materials Transportation Act (codified at 49 U.S.C. Section 1802 et seq.); the Federal Water Pollution Prevention and Control Act (codified at 33 U.S.C. Section 1251 et seq.); the Safe Drinking Water Act (codified at 42 U.S.C. Section 300f et seq.); the Toxic Substances Control Act (codified at 15 U.S.C. Section 2601 et seq.); the Clean Air Act (codified at 42 U.S.C. Section 7401 et seq.); the Clean Water Act, (codified at 33 U.S.C. Section 7401 et seq.) and any regulations promulgated under any of the foregoing statutes, any state or local environmental statute, regulation, ordinance, internal governmental agency guidance document or decree presently in effect or that may be promulgated in the future, and as such statutes, regulations, and ordinances may be amended from time to time, including without limitation, asbestos in any form or condition, petroleum products, petroleum derivatives, petroleum by-products, other hydrocarbons, urea formaldehyde, polychlorinated biphenyls, radio-active or nuclear materials, mining wastes, fly ash, chemicals associated with dry cleaning plants, mold and agricultural chemical products. Further, to the extent the laws of the state in which the Equipment or the Property is located establish a meaning for the terms "release", "environment" or "Hazardous Substance" which is broader than that as defined above in federal law, such broader meaning shall apply.

20. TAX TREATMENT AND TAX FILINGS. This Agreement has been entered into with the intent that this transaction will be treated as a financing arrangement under the

Code. The Lease Payments under this Lease have been computed with the understanding that Lessor and its assigns shall be entitled to treat the Lease Payments as payments of principal and interest as are provided by federal, state and local law to a seller of property, and that the interest portion of such payments shall be exempt from tax under Section 103 of the Code. Lessee agrees that it will not take any action, directly or indirectly, or file any return or other documents inconsistent with the assumption reflected by this paragraph. Lessee further agrees that it shall not execute such forms and report such information as required of Lessee under Section 149(e) of the Code.

21. DEFAULTS AND REMEDIES. The following events (each an "Event of Default") shall constitute Events of Default:

- (a) Lessee fails to pay any Lease Payments or other amount provided within ten (10) days after the same is due and payable;
- (b) Lessee fails to observe, keep or perform any provision of this Lease as required to be observed, kept or performed by Lessee;
- (c) Lessee ceases to be a tax-exempt entity and/or state governmental unit or political subdivision thereof as defined in Section 1.103-1 of the Treasury Regulations under the Code.
- (d) Lessee commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness.
- (e) Lessee attempts to remove, sell, or transfer the Equipment; other than in the regular course of its business, (in which case all Lease Payments related to such Equipment shall be immediately paid in full).

- (f) Lessee, without Lessor's prior written consent, attempts to sublet the Equipment.
- (g) If any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false or untrue in any material respect when made or furnished, or becomes false or untrue in any material respect.
- (h) Uninsured loss, theft, damage, or destruction, reduction in value, or sale or encumbrance, to or of, any of the Equipment or the making of any levy, seizure or attachment thereof or thereon.
- (i) The lapse, termination or ineffectiveness or any filing or other means by which the Lessor's security interest in the Equipment is now or hereafter to be perfected.
- (j) Filing of any financing statement with regard to the Equipment, other than relating to this Lease.
- (k) Lessee shall be in default (after the expiration of any applicable grace or cure period) under any superior or subordinate deed of trust, mortgage or security agreement encumbering the Equipment.

Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may declare this Lease in default. Such declaration shall be made by written notice mailed to Lessee. Upon the mailing of such notice, Lessee hereby authorizes Lessor at any time and from time to time to enter upon, with or without legal process, any premises where the Equipment may be located and take possession thereof at Lessee's expense. Upon such mailing of such notice all remaining principal and interest may be declared immediately due and payable at the option of Lessor. In addition, thereto, Lessor shall have the right for cash or credit or partly for each (i) to sell the Equipment at a private or public sale, in bulk or in parcels, with or without notice, and at Lessor's option, without having to have the Equipment present at the place of sale, or (ii) lease, otherwise dispose of or keep idle all or part of the Equipment, subject, however, to its obligation to mitigate damages, and

(iii) at Lessor's option use Lessee's premises for any and all of the foregoing without costs, damages, or otherwise. The proceeds of sale, lease or other disposition of the Equipment shall be applied first (1st) to all of Lessor's costs incurred in obtaining possession of and selling the Equipment, then, second (2^d) to any unpaid sums or other monies due Lessor under the Lease, including unpaid rents, costs and any indemnification then remaining unpaid; then, third (3rd) to the unliquidated damages due Lessor under this Lease; and surplus funds, if any, shall be paid to Lessee. After the occurrence of an Event of Default, Lessor is expressly granted the right, at its option, to transfer at any time to itself or its nominee the Equipment, or any part thereof, and to receive the monies, income, proceeds, or benefits attributable or accruing thereto. Lessor may enforce and collect the obligations of account debtors and others obligated on any of the equipment or exercise Lessee's rights with respect to any property securing such obligations. Lessor is under no obligations to clean up or otherwise prepare the Equipment for sale or other disposition; Lessor may disclaim any warranties with respect to the Equipment; and Lessee waives any right to require Lessor to pursue any third person for any obligations to Lessee. In the event of sale of any part or all of the Equipment, unless the Equipment is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lessor will give Lessee (and to the extent required by applicable law any guarantors, secondary obligors, junior creditors or other lienholders) reasonable notice of the time and place of any public sale thereof, or the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed, postage-prepaid, to the addresses of Lessee shown at the beginning of this Agreement (as such address may be modified by any written notice from Lessee hereafter received by Lessor prior to the mailing by Lessor of its notice) at least ten (10) days before the day of the public sale, or ten (10) days before the date after which the private sale or other intended disposition may take place. It shall not be commercially unreasonable for the Lender to dispose of Equipment by using internet sites that provide for the auction of assets of the types included in the Equipment or that have the reasonable capability of doing so, or that match buyers and sellers of assets.

If Lessor sells any Equipment upon credit, Lessee will receive credit against the

Obligations only for cash payments actually made by the purchaser to Lessor. If the purchaser fails to pay the purchase price, then Lessor may resell the Equipment. In addition, Lessor shall have all of the rights and remedies of the Uniform Commercial Code as enacted in the State of Missouri, as though fully set out herein. The Lessee acknowledges that the purpose of this section is to provide non-exhaustive indications of what actions or omissions by Lessor would not be commercially unreasonable in the Lessor's exercise of remedies against the Equipment and that other actions or omissions by Lessor shall not be deemed commercially unreasonable solely on account of not being indicated in this subparagraph. Without limitation upon the foregoing, nothing contained in this subparagraph shall be construed to grant any rights to Lessor or to impose any duties on Lessor that would not have been granted or imposed by this Lease or by applicable law in the absence of this section. If an Event of Default shall have occurred and be continuing, the Lessee shall, at the request of the Lessor, notify account debtors and other persons obligated on any of the Equipment of the security interest of the Lessor in any account, chattel paper, general intangible, instrument or other collateral and that payment thereof is to be made directly to the Lessor or to any financial institution designated by the Lessor as the Lessor's agent therefore, and the Lessor may itself, if an Event of Default shall have occurred and be continuing, without notice to or demand upon the Lessee, so notify account Lessees and other persons obligated on the Equipment. After the making of such a request or the giving of any such notification, the Lessee shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other collateral received by the Lessee as trustee for the Lessor without commingling the same with other funds of the Lessee and shall turn the same over to the Lessor in the identical form received, together with any necessary endorsements or assignments.

No remedy provided herein is intended to be exclusive, but each shall be cumulative, and shall be in addition to any other remedy referred to herein or otherwise available to Lessor at Law or in equity. The exercise of any of the remedies provided herein shall not be deemed to constitute a termination of this Lease unless Lessor so notifies Lessee in writing.

22. SUBLEASE AND PRIVATE USE. Lessee agrees not to sublease the Equipment

(or any portion thereof) to any person or entity, or allow any use of the Equipment by a person or entity which would constitute "private business use" under Section 141 of the Code, or which would cause the Lease to be a Private Activity Bond under Section 141 of the Code. This section, however, is subject to the provision hereinafter contained in Section 40 with regard to the arrangement between Lessee and Western Fuels Association.

23. ASSIGNMENTS. Neither this Lease nor Lessee's rights hereunder shall be assignable by Lessee except with Lessor's written consent. Lessor shall have the right to assign this Lease or any part hereof. Upon receiving notice of any assignment or transfer, Lessee agrees to recognize such assignment, and Lessee agrees to pay all lease payments and other sums payable hereunder to Lessor's Assignee. Following any such assignment, the term "Lessor" as used herein shall be deemed to mean and refer to Lessor's Assignee.

24. RIGHT OF PRE-PAYMENT. No provision in this Lease shall be construed as prohibiting the Lessee from pre-paying, without penalty, any part of the principal or interest due or which may become due under this Lease.

25. SEVERABILITY. If any provision hereof, or any remedy herein provided shall be invalid under any applicable law, or court ruling, such provision shall remain inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the intent hereof.

26. PROVISIONS BINDING. It is further understood and agreed that all rights and liabilities herein given or imposed on either of the parties hereto shall be binding upon the successors and assigns of the parties to this Lease, except as otherwise provided herein.

27. NOTICE. All notices relating hereto shall be mailed to Lessor or Lessee at the respective addresses shown on the Schedule. In the event this Lease is assigned by Lessor, Lessor's Assignee shall give Lessee notice of its address.

28. DESCRIPTIVE HEADINGS. The descriptive headings of the various Sections of this Lease and any Schedule executed with reference thereto are inserted for convenience of reference and do not constitute a part of this Lease or any Schedule.

29. SEVERABILITY AS TO EQUIPMENT. Upon delivery to Lessee of less than all of the Equipment, this Lease shall be operative as to that part of the Equipment so delivered at the time of delivery, and Lease Payments reduced to that attributable to such part of the Equipment.

30. AUTHORITY AND AUTHORIZATION. Lessee represents, covenants and warrants, as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is an entity described in Section 1.103-1 of the Treasury Regulations under the Code; (ii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; and (iii) this Lease constitutes a legal, valid, and binding obligation of the Lessee enforceable in accordance with its terms. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; and (ii) it has complied with all bidding requirements where necessary.

31. REGISTERED FORM. The right to principal and interest under this obligation may be transferred only through an entry made in a book entry recording system maintained by Lessor. Any sale, assignment or other transfer of this obligation not evidenced by such book entry, shall be ineffective. During the term of this Lease, Lessor shall keep a complete and accurate record of any assignment of this obligation in a form necessary to comply with Section 149(a) of the Code. Written notice of any assignment or transfer shall be given by Lessor to Lessee.

32. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to

Lessor, and provided that there is no Event of Default, then existing, Lessee will have the right to purchase the Equipment on any Lease Payment Date by payment to Lessor or its assigns, on such date, the entire unpaid balance of principal, plus all accrued and unpaid interest and all other accrued fees or amounts due Lessor under any of the provisions of this Lease. Upon satisfaction by Lessee of such purchase conditions, Lessor or its assigns will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor or its assigns.

33. QUALIFIED TAX-EXEMPT OBLIGATIONS. Lessee represents and covenants that this Lease constitutes a "Qualified Tax-Exempt Obligation", as that term is defined in Section 265(b)(3) of the Code. As required for such obligations, Lessee represents and warrants that:

- (i) it has designated (and hereby designates) this Lease as a Qualified Tax-Exempt Obligation;
- (ii) it will not cause the Equipment to be used in any manner in violation of Section 22; and
- (iii) Lessee (and its subordinate entities) shall not issue tax-exempt obligations in the calendar year coinciding with this Lease, in excess of Ten Million Dollars (\$10,000,000).
- (iv) The aggregate principal amount of obligations designated by the Lessee (and its subordinate entities) as "qualified tax-exempt obligations" during calendar year 2008, including the Lease, shall not exceed \$10,000,000.

34. NON-APPROPRIATION OF FUNDS. In the event no funds or insufficient funds to fully fund all of Lessee's legal obligations in a fiscal period are appropriated to Lessee, or are otherwise unavailable in any fiscal period for Lease Payments due under this Lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and, this Lease shall terminate on the last day of the fiscal period for which appropriations were received. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

Notwithstanding the foregoing, Lessee agrees (i) that, to the extent funds are legally available therefore, it will make all Lease Payments; (ii) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment; (iii) that it will not for a period of ninety (90) days after termination pursuant to the provisions of this Section, acquire or use other equipment performing functions similar to the Equipment; and (iv) that it will not during the term of this Lease give priority in the application of funds to any other functionally similar equipment. Nothing in this Section shall be construed as restricting or limiting the right of Lessee to acquire additional Equipment in the event it is necessary to continue to carry on the usual course of Lessee's business.

35. FURTHER ASSURANCES. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order more effectively to carry out the intent and purposes of this Lease.

36. DEFINITIONS. Where appropriate in this Agreement, words used in the singular shall include the plural, and words used either in the masculine, feminine or neuter shall include the other two genders.

37. ENTIRE AGREEMENT WAIVER. This document, the Exhibits thereto, and the Schedule, constitute the entire agreement between the parties. Other than a modification by Lessor under Section 8, this Agreement cannot be modified except by a writing signed by the parties hereto. No waiver by Lessor of any provision hereof shall constitute a waiver of any other matter.

38. WAIVERS OF LESSEE. To the extent permitted by the laws of the state where the Equipment is located, Lessee will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension or moratorium law,

any exemption from execution or sale of the Equipment or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Lease, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Equipment, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted, by any governmental authority or otherwise, to redeem the Equipment so sold or any part thereof; and Lessee hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Lessee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Lessee, for itself and all who claim under it, waives, to the extent that it lawfully may, all right to have the Equipment marshaled upon any foreclosure hereof. All rights to marshaling of assets or sale in inverse order of alienation, including any such rights with respect to the Equipment, are hereby waived. No secured party acquiring any interest in the Equipment hereafter shall have the right to demand that Lessor foreclose on other Equipment securing this Lease before foreclosing on the Equipment, or to assert any other right to marshaling. Lessee hereby expressly and unconditionally waives, in connection with any suit, action or proceeding brought by the Lessor in connection with the Lease, any and every right it may have to (i) injunctive relief, (ii) a trial by jury, (iii) interpose any counterclaim therein (other than a compulsory counterclaim) and (iv) have the same consolidated with any other or separate suit, action or proceeding. Nothing herein contained shall prevent or prohibit Lessee from instituting or maintaining a separate action against the Lessor with respect to any asserted claim.

39. NO ORAL AGREEMENTS. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OR A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY

UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER/LESSEE) AND US (CREDITOR/LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

40. AGREEMENT BETWEEN LESSEE AND WESTERN FUELS ASSOCIATION. It is understood and agreed that Lessee has an agreement with Western Fuels Association relative to acquisition of and delivery of fuel for Lessee's coal-fired electrical generation plant in Sikeston, Missouri. In connection therewith, the Equipment will be operated by Western Fuels in the delivery of fuel to Lessee's plant. Western Fuels under that agreement, is responsible for the operation of Lessee's coal train, the registration of said coal cars, and the insurance coverage applicable to Lessee's coal train. Nothing in the arrangement between Lessee and Western Fuels for supplying fuel and for the operation of Lessee's coal train shall be construed as a violation of this Lease Agreement.

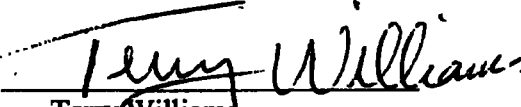
IN WITNESS WHEREOF, the parties have executed this Lease by their duly authorized agents or representatives the date set forth opposite their signatures below.

Lessor:

SOUTHERN MISSOURI BANK & TRUST

DATE: August 12, 2008

By:


Terry Williams
Community Bank President

Lessee:
THE CITY OF SIKESTON
BOARD OF MUNICIPAL UTILITIES

DATE: August 12, 2008

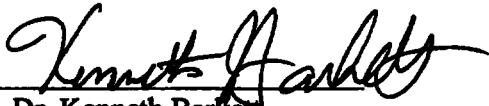
By: 
Dr. Kenneth Barkett
Chairman of the Board

EXHIBIT "A"

BILL OF SALE

Southern Missouri Bank & Trust (hereinafter the "Seller"), in consideration of One Dollars (\$1.00), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered to **The City of Sikeston Board of Municipal Utilities** (hereinafter the "Purchaser"), all of its right, title and interest in and to the assets, fixtures, and equipment listed on that certain Municipal Lease Schedule dated the 12th day of August, 2008, by and between Seller as Lessor and Purchaser as Lessee (hereinafter the "Equipment").

Seller warrants that it is the lawful owner of the Equipment; that it has full authority to convey title to such Equipment; that the transfer is rightful; that the Equipment has been delivered from any security interest or other lien or encumbrance at the time of transfer. Seller warrants and agrees to defend title to the Equipment for the benefit of Purchase, and its successors or assigns; and that the Seller will indemnify and hold harmless Purchaser from any and all claims to such Equipment.

IN WITNESS WHEREOF, Seller, by and through its duly authorized officer has executed and delivered this Bill of Sale on this ____ day of _____.

SELLER:
SOUTHERN MISSOURI BANK & TRUST
1205 S. Main
Sikeston, MO 63801

By: _____

Title: _____